

2853

AGREEMENT

between

BOROUGH OF HIGHTSTOWN,
COUNTY OF MERCER

and

LOCAL 702 PUBLIC EMPLOYEES SERVICE UNION
(Blue Collar Unit)

JANUARY 1, 1996 through DECEMBER 31, 1998

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PREAMBLE

THIS AGREEMENT, made and entered into this 1st day of January 1, 1996, between the Borough of Hightstown, in the County of Mercer, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough," and Local 702 Public Employee Service Union, a labor organization with its principal place of business at 2175 Hwy 35, Unit A, Sea Girt, NJ 08750

hereinafter referred to as the "Union," represents the complete and final understanding on all bargainable issues between the Borough and the Union.

WITNESSETH:

WHEREAS, the Union has presented proof that it represents a majority of the blue collar employees employed by the Borough of Hightstown, in its Department of Public Works excluding clerical employees, craft employees, police, fire fighters, zoning officer, tax assessor, construction code official/building inspector, fire inspector, fire sub-code official, licensed AWWTF chief operator, water plant operator; professional employees, confidential employees, managerial executives, and supervisors within the meaning of the Act.

WHEREAS, the Public Employment Relations Commission, by virtue thereof, has certified the said Union as the sole and exclusive bargaining agent for all the blue collar employees in the Department of Public Works excluding clerical employees, craft employees, police, fire fighters, zoning officer, tax assessor, construction code official/building inspector, fire

inspector, fire sub-code official, licensed AWWTP operator, water plant operator, professional employees, confidential employees, managerial executives and supervisors within the meaning of the Act.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

ARTICLE I
RECOGNITION

A. The Borough of Hightstown hereby recognizes the Union as the sole and exclusive bargaining agent for all blue collar employees in the Department of Public Works, Sewer Treatment Plant and Water Department now employed or to be employed by the Borough, excluding clerical employees, craft employees, police, zoning officer, tax assessor, construction code official/building inspector, fire inspector, fire sub-code official, fire-fighters, licensed AWWTP chief operator, water plant operator, professional employees, confidential employees, managerial executives, and supervisors of the Borough of Hightstown in all those matters specifically provided for herein pertaining to wages, hours and conditions of employment.

B. The bargaining unit shall consist of all blue collar employees employed by the Borough of Hightstown in its Department of Public Works.

C. Wherever used herein, the "employees" shall mean and be construed only as referring to all blue collar employees employed by the Borough of Hightstown in its Department of Public Works.

ARTICLE II

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Borough after advance notice thereof to the employees.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any other national, state, county or local law or regulations.

ARTICLE III

RULES AND REGULATIONS

A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the

Union before they are established.

B. All written rules and regulations shall be provided to the Union immediately upon promulgation.

ARTICLE IV

NON-DISCRIMINATION

A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, age, political affiliation, familial status, sexual preference or orientation, or disability if otherwise qualified to perform the essential functions of the position with or without reasonable accommodation.

B. The Borough and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE V

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike, work stoppage, slow-down, walk-out or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this

Agreement only if the Union authorizes, approves or condones such action.

B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or support any such action by any other employee or group of employees by the Borough, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.

D. The Borough agrees that it will not engage in the lockout of any of its employees.

ARTICLE VI

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. The term "grievance" as used herein means an appeal by the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

2. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent:

Step One: The Union shall institute action under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) working days of the initial discussion with the immediate supervisor, the aggrieved or the Union may present the grievance in writing within ten (10) working days thereof to their respective Department Head or his designated representative. The written grievance at this Step shall contain the relevant facts, the applicable Section of the Contract allegedly violated, and the remedy requested by the grievant. The Department Head or his designated representative will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Borough Administrator within ten (10) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator shall respond, in writing, to the grievance within twenty (20) working days of the submission.

Step Four: If the grievance is not settled through Steps One, Two, and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within twenty (20) working days after receipt of the Borough Administrator's

response. The costs for the services of the arbitrator shall be borne equally by the Borough and the Union. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the parties incurring same.

E. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. Upon prior notice to and authorization of the Borough, the designated Union representatives shall be permitted as members of the Grievance Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedures set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits

prescribed thereunder, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

ARTICLE VII

DISCIPLINE

A. The parties recognize the concept of progressive discipline. Discipline may include any or all of the following:

1. verbal reprimand
2. written reprimand
3. suspension without pay
4. termination

B. The Borough may utilize any or all of the above types of discipline depending upon the severity and/or the repetitive nature of the conduct to be disciplined.

C. Employees shall receive an employee interview with the employee's Department Head whenever disciplined. The type and results of the interview, along with any employee response, shall be recorded and placed in the employee's personnel file.

D. Employees shall have the right to have a representative present at the employee's request at any and every step of the disciplinary procedure. A copy of a disciplinary actions shall be

given to the Shop Steward.

ARTICLE VIII

DUES DEDUCTIONS AND AGENCY SHOP

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, initiation fees and dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Borough Treasurer during the month following the filing of such card with the Borough.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Clerk.

E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by

filing a withdrawal notice with the Borough Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Borough.

J. Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Borough and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Borough. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE IX

HOURS OF WORK AND OVERTIME

A. The Union recognizes the right of the Borough to schedule all bargaining unit personnel to work a forty (40) hour per week. Normal working hours are an employee's scheduled work period as prescribed by the Borough.

B. Employees must be present and ready for work at the designated starting time for their operation. Employees must not leave work until the designated quitting time.

C. 1. Lunch breaks of a one-half (1/2) hour duration are staggered where necessary to afford maximum availability to the public, unless otherwise approved by the Department Head, and employees must return to work at the designated time. Continuous work schedules without lunch breaks are prohibited under normal circumstances. Under no circumstances shall the lunch break commence later than five (5) hours after the starting time.

2. Employees shall be entitled to two (2) fifteen minute coffee breaks, one (1) in the morning and one (1) in the afternoon, as designated by the Borough.

D. Overtime is any approved time worked over and above the normal work week. If the needs of the Borough require work done on an overtime basis, employees may reasonably be required to work beyond the hours normally worked.

E. Overtime will be scheduled and authorized in advance by the Department Head or Supervisor as necessary within budget constraints.

F. A Department Head or Supervisor who anticipates the need for considerable overtime should give employees advance notice of required overtime work pending.

G. For emergency situations where short notice is given, employees will be expected to work overtime. Refusal to work overtime without valid reason may be cause for disciplinary action.

H. A rotation system of overtime assignments should be in effect when more than one person in the organization is capable of performing the work to be done.

I. Absence on approved leave during the basic work week should not reduce the amount of overtime pay to which an employee may be entitled. Whenever the hours of the work week are shortened by a legal holiday or other officially excused day, time worked in excess of the shortened hours is considered overtime.

J. Unauthorized working of overtime may be cause for disciplinary action.

K. 1. Employees working beyond their normally scheduled work week up to forty (40) hours per week will be compensated at the hourly rate, either through additional pay or through time off in lieu of overtime payment at the Borough's sole discretion.

2. Employees working over forty (40) hours per week must be paid at the rate of one and one-half (1 1/2) times their hourly rate.

L. All overtime hours worked and the reasons for the overtime will be properly recorded on the employee's time sheet after being authorized in advance by the Department Head.

M. In the event compensatory time off is mutually agreed upon by the Department Head and employee for hours worked up to forty (40) per week, this time must be taken off within the pay period it is earned and should be so indicated on the time sheet for that week.

N. Requests to use compensatory time off in lieu of overtime payments must be made and approved in advance by the Department Head.

O. An employee who must return to work after regular hours or on a weekend or holiday will be paid for a minimum of two (2) hours work at the appropriate rate of pay.

P. Compensatory time is any approved time off from duty for time worked over and above the normal week for bargaining unit employees.

Q. Employees may receive compensatory time in lieu of overtime payments, for hours worked up to a total of eight (8) hours in a single work week, subject to prior agreement between the Department Head and employee. Hours worked in excess of eight (8) must be paid at time-and-a-half.

R. Department Heads will authorize in advance all overtime to be worked, and the use of compensatory time in lieu of overtime payment, for employees within their department who are eligible for compensatory time.

S. Compensatory time in lieu of overtime payment may not be accumulated and must be taken during the same pay period in which the overtime was worked. All other overtime must be compensated at the employee's hourly rate, or at one and one-half (1 1/2) times the employee's hourly rate, whichever applies.

ARTICLE X

SALARIES AND WAGES

A. Each Bargaining Unit Employee in the employee of

the Borough and under the Bargaining Agreement shall receive a 3.65 percent increase to his base salary retroactive to January 1, 1996.

B. Effective January 1, 1997, each Bargaining Unit employee shall receive a 3.65 percent increase to his base salary.

C. Effective January 1, 1998, each Bargaining Unit employee shall receive a 3.65 percent increase to his base salary.

D. No employee shall be hired at a salary less than the minimum salary listed in the salary range for the classification in which the employee is being hired. The Borough, in its sole discretion, may hire an employee at a salary higher than the minimum salary for the appropriate salary range based upon other work experience, job market conditions, etc.

E. Whenever an employee in the Sewer Treatment Plant and/or Water Department obtains a required license, upon submission of proof of same, said employee shall have added to his base salary an additional \$1,350.00 per license, up to a maximum of two (2) licenses for a total of \$2,700.00

F. The Borough agrees to pay the annual renewal of the C.D.L.

ARTICLE XI

LONGEVITY

A. Each employee covered by this agreement shall, in addition to his or her regular wages and benefits, be paid longevity increments based upon year of service with the Borough in accordance with the following schedule:

<u>Years of Service</u>	<u>Longevity</u>		
	<u>1996</u>	<u>1997</u>	<u>1998</u>
After 5 years of service	\$ 350.00	\$ 400.00	\$ 450.00
After 10 years of service	700.00	750.00	800.00
After 15 years of service	1,050.00	1,100.00	1,150.00
After 20 years of service	1,400.00	1,450.00	1,500.00
After 25 years of service	1,750.00	1,800.00	1,850.00

ARTICLE XII

VACATIONS

A. All employees shall be entitled to vacation with no loss of pay in accordance with the following schedule of service to the Borough:

<u>Years of Service</u>	<u>Days of Vacation</u>
Date of hire to December 31 of that calendar year	One day for each full month of employment up to a maximum of 10 working days
1-4 calendar years *	10 working days
5-10 calendar years	15 working days
Over 10 calendar years	20 working days

* However, employees hired on or after September 1, 1997, who have not completed a full year of employment on January 1st of any given year shall continue to accrue one (1) working day for each full month of service until the month in which the employee reaches one (1) full year of employment. At that time the employee will be credited with ten (10) working days for the remainder of the calendar year, less any days previously accrued in such calendar year in the month(s) prior to reaching one (1) full year of employment, consistent with the sentence above.

Example: Employee hired on April 1st - receives one (1) working day for each full month of employment for the remainder of the calendar year, with time credited for the employee's probationary period only upon completion of the probationary period. Therefore, the employee will accrue nine (9) working days during the period April 1st through December 31st, assuming the employee works the full period. Then, beginning January of the following year, the employee will accrue one (1) working day for each month, January, February, and March, assuming the employee works this full period. On April 1st, the employee will be credited with ten (10) working days, less the three (3) working days already accrued in that calendar year.

B. The vacation schedule shall be sent to each employee to select their vacation period. In preparing the final vacation schedules the Borough shall endeavor to assign vacations on the basis of department seniority of its employees.

C. Vacations may be taken at any time between January 2nd and December 31st. Final scheduling shall be with the approval of the Borough. Any vacation time not taken during the calendar year in which it is earned shall be paid for by the Borough at the employee's current rate of pay in the first pay period of the next succeeding year. Employees shall not be entitled to carry over accumulated and unused vacation time.

D. No more than one (1) employee in each department shall be entitled to take vacation at any one time. More than one (1) employee in each department may take vacation at the same time is the sole discretion of the Department Head.

E. An employee who terminates his employment with the Borough, or whose employment is terminated by the Borough, shall be entitled to vacation time and/or vacation pay on a pro-rata basis.

F. Vacation days shall be accrued on a pro-rata monthly basis. Any month in which an employee is absent for more than fifty (50%) percent of his scheduled work days in any given month due to disciplinary suspension, sick leave, or leave of absence with or without pay, said employee shall not accrue any vacation for that month. The term "leave of absence with or without pay" shall not include contractual time off not mentioned in this section (i.e., vacation leave, holidays, injury leave, etc...).

G. Employees shall receive their vacation pay on their last day worked before the start of their vacation, provided the employee makes the request for such payment, two weeks in advance.

ARTICLE XIII

HOLIDAYS

A. 1. During each year of this Agreement, the Borough agrees to grant all employees with the bargaining unit twelve (12) paid holidays in accordance with the following schedule:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

2. In lieu of holidays, employees in the Sewer Department working on a rotating shift basis shall receive twelve (12) day's pay, six (6) day's pay twice each year.

B. Employees receiving holidays off pursuant to Section A1 who work on any of the above holidays shall receive pay at the one and one-half (1 1/2) times their regular rate of pay for all hours worked on the holiday, plus their regular day's pay. To be

eligible for holiday pay, said employee must work the scheduled work day before and the scheduled work day after the holiday, unless the day is an excused day with pay, or there are extenuating circumstances to be stated in writing.

C. If a holiday falls on Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday, at the discretion of the Borough.

D. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or an additional day of vacation at the discretion of the Borough.

ARTICLE XIV

PERSONAL DAYS

A. All employees shall enjoy three (3) personal days per year for personal, business, household or family matters described in this Section and shall be non-accumulative.

B. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside of the work day.

C. Personal, household or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his/her family.

D. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least forty-eight (48) hours in advance. Personal days may be granted without forty-eight (48) hours advance notice for an unforeseen occurrence which necessitates the presence of the employee and for which the

employee had no prior knowledge and is unable to resolve the situation outside of the work day. However, said days shall be charged against sick leave. Personal leave will not be granted if it interferes with the manpower needs of the Department.

ARTICLE XV

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty by an employee by reason of personal illness, accident or exposure to contagious disease, or to care for a sick family member consistent with the provisions of the New Jersey Family Leave Act and the Federal Medical and Family Leave Act.

B. An employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than two (2) hours before the employee's usual reporting time.

C. Sick leave shall accrue for regular full-time employees at the rate of one (1) working day per month in every calendar year of employment beginning after completion of six (6) months employment, and shall accumulate from year to year up to a maximum of thirty (30) days. Sick leave shall commence from the first day of illness and may be used to care for a sick family member consistent with paragraph A. above.

D. A certificate of a reputable physician in attendance shall be required as proof of need of the employee's leave after two (2) consecutive days sick leave or after five (5) days sick leave in any one (1) year, unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period

of six (6) months, provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence from employment.

E. An employee's supervisor may, at any time, require proof of illness of an employee on sick leave, whenever such a requirement appears reasonable to the supervisor. If an employee's supervisor requires proof of fitness to return to work pursuant to this Section, the employee shall be examined by the Borough physician or any other physician designated by the Borough at the Borough's expense. If the employee chooses to be examined by any other physician, the examination shall be at the employee's expense.

F. In cases of leaves of absence ordered by the Borough physician and/or County Board of Health due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee may return to work, and time lost will not apply to sick leave time or any loss of pay.

G. When an employee reports for work and is forced, because of illness, to leave work after working at least two (2) hours, the maximum deduction from the employee's sick leave will be one-half (1/2) day.

H. If an employee is absent from work for more than fifty (50%) percent of his/her scheduled work days in any given month due to disciplinary suspension, sick leave, or leave of absence with or without pay, said employee shall not accrue sick time for that month. The term "leave of absence" shall not apply to any other contractual time off (i.e., injury leave, vacation leave, holiday

leave, etc.).

I. Upon retirement pursuant to the Public Employees Retirement System an employee with twenty (20) years or more of service to the Borough shall be entitled to pay for all accumulated unused sick leave up to a maximum of ninety (90) days or \$9,842.00, whichever is less.

ARTICLE XVI

BEREAVEMENT LEAVE

A. In the event of the death in the employee's immediate family, the employee shall be entitled to three (3) days funeral leave, which must be taken on consecutive work days, and which must commence between the day of death and the day of the funeral.

B. The term "immediate family" shall be defined as the employee's parents, parents-in-law, spouse, child, step-child, brother, sister, step-parents or grandparents.

C. The Borough may, in its sole discretion, grant the employee one (1) leave day for the death of any other member of the employee's family. The granting of the additional day shall not be discriminatory applied, and shall be for the day of the funeral only.

D. The employee, with the approval of the Department Head and the Borough Administrator, may take additional time off for funeral leave by utilizing his or her accumulated time off (vacation days, personal days, compensatory time, etc.).

ARTICLE XVII

JURY LEAVE

A. Any permanent full-time employee who loses time from his or her job because of jury duty as certified by the Clerk of the Court shall be paid by the Borough the difference between his or her daily base rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions:

1. The employee must notify the Department Head immediately upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;
3. No employee is attending jury duty during vacation and/or other time off from Borough employment, and;
4. The employee submits adequate proof of the time served on the jury and the amount received for such service.

B. If, on any given day an employee is attending jury duty, he or she is released by the Court prior to 11:00 a.m., that employee shall be required to return to work by 12:00 noon that day in order to receive pay for that day.

ARTICLE XVIII

INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of

up to thirty (30) days. In the event an employee is granted said injury leave, the Borough's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Borough. At the Borough's option, the employee shall either surrender and deliver his entire salary payments, or the Borough shall pay the difference.

2. If an employee returns to work from injury leave for less than thirty (30) days, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than thirty (30) days.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to thirty (30) days if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Borough's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged

against his or her accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the Borough prior to reimbursing the Borough for such advanced time, the employee shall be required to reimburse the Borough for such advanced time.

C. Any employee who is injured, whether slight or severe, while working, must make an immediate report within two (2) hours thereof to their Department Head.

D. It is understood that the employee must file an injury report with their Department Head so that the Borough may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Borough may reasonably require the employee to present such certificate from time to time.

F. If the Borough does not accept the certificate of the physician designated by the insurance carrier, the Borough shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Borough.

G. In the event the Borough appointed physician certifies the employee fit to return to duty, injury leave benefits granted

under this Article shall be terminated, unless the employee disputes the determination of the Borough appointed physician. Then the Borough and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Borough and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

H. If the Borough can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Borough.

ARTICLE XIX

MATERNITY LEAVE

A. Any full-time female employee who has worked for the Borough for more than six (6) months may request a maternity leave without pay for a period of up to six (6) months with possible extension. This leave will be considered a temporary disability leave.

B. The employee and Borough will follow the same procedure as those outlined for a temporary disability leave. Either sick time or vacation time may also be used for this purpose.

ARTICLE XX
MILITARY LEAVE

A. All bargaining unit employees shall be entitled to Military Leave in accordance with State Statutes.

ARTICLE XXI
LEAVE OF ABSENCE WITHOUT PAY

A. Upon making timely application, employees may apply to the Borough for a leave of absence without pay for a period not exceeding thirty (30) days. Such a leave may be granted to employees who are temporarily or physically handicapped or incapacitated to such an extent that they are unable to perform their duties.

B. Leaves may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness upon return to service.

C. A leave of absence will not be granted to employees as a matter of convenience or temporary advantage to such employees by reason of place of work, hours of work or increased compensation. Employees seeking a leave of absence without pay shall submit such a request in writing, stating the reasons, when the leave is desired, and the expected return to duty date.

D. Any employee leaving a position prior to receiving such written authorization by the respective Department Head involved shall be deemed to have left said position and abandoned such job title. Further, such an act shall be considered a resignation from the employment of the Borough.

E. While on unpaid leave status, no seniority shall accrue, nor shall any employee be entitled to benefits under this Agreement. An employee may, however, make appropriate arrangements to repay health insurance premiums for the time of such leave.

ARTICLE XXII

ABSENCE WITHOUT LEAVE

A. Absence without notification for five (5) consecutive days shall constitute a resignation.

ARTICLE XXIII

HOSPITAL AND MEDICAL INSURANCE

A. The Borough shall provide the Blue Cross-Blue Shield Medallion Program or an HMO Program (US Healthcare) for all employees and their families covered by this Agreement. However, in the event the cost of the above insurance coverage(s) escalates to become prohibitive to the Borough, the parties agree to enter into negotiations to replace the existing coverage(s) with comparable or better coverage.

B. Each employee shall have a complete annual physical examination by the physician of his or her choice. The Borough shall pay up to one hundred and fifty (\$150.00) dollars toward the cost of such examination; and the employee shall pay all costs in excess of one hundred and fifty (\$150.00) dollars. The employee shall cause the physician to have a general report of the examination forwarded to the Borough in which report the physician shall indicate in general terms the state of the employee's health and fitness to perform his or her duties. The Borough may, with reasonable cause, direct and employee to undertake more frequent physical examinations, at its cost, and with its physicians.

C. All employees will pay \$5.00 dollars per month as a contribution toward their medical insurance premium for Blue Cross-Blue Shield insurance.

ARTICLE XXIV

PERSONNEL FILES

A. The Borough shall establish personnel files or confidential records which shall be maintained under the direction of the Borough.

B. Employees covered under this Agreement may, by reasonable request during normal business hours, review in the presence of an individual designated by the Borough or his designee any written evaluation reports or written complaints which may be contained in his personnel file. Upon request, an employee shall receive, within a reasonable time, a copy of any document in his personnel file.

C. Whenever a written complaint concerning an employee is placed in his personnel file; a copy shall be furnished to him and he shall be given the opportunity to rebut same in writing if he so desires.

ARTICLE XXV

BULLETIN BOARD

A. The Union shall have the sole use of designated Union bulletin board located in the Municipal Building for the sole purpose of posting notices relating to meetings and official business of the Union only. The Borough shall provide and install this bulletin board in a mutually agreeable location.

B. Only material authorized by the signature of the Union Business Agent shall be permitted to be posted on said bulletin board.

C. The Borough may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE XXVI

PROMOTIONS

A. Promotion is an advancement in job class having a higher level of duties and responsibilities and/or a salary range having a greater maximum.

B. Promotion is based on merit and fitness with proper qualifications. Seniority in lower level positions will also be a factor in considering an employee for promotion.

C. Department Heads will post the position available for promotion for a minimum of five (5) working days prior to the application deadline and recommend to the Borough Administrator, employees for promotions. The first three (3) months of service in the new position shall be considered as

a probationary period.

D. When an employee is promoted and has been paid at a rate equal to or exceeding the minimum of the new position the appointment will be made at the rate within the range which grants an incremental increase of two (2.0%) percent upon promotion.

ARTICLE XXVII
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PROBATIONARY PERIOD

A. Effective upon the signing of this Agreement, new employees will serve a probationary period of three (3) months. An extension of three (3) months may be granted. Probationary employees may be suspended or dismissed at any time during the probationary period. The Union will be notified upon extension of the probationary period.

B. The purpose of the probationary period is to evaluate the employee's work performance and conduct, and to determine whether the employee merits permanent status.

C. A written evaluation will be conducted prior to the end of the probationary period by the Department Head. The probationary period may be extended for an additional six (6) month period in the event the Department Head is unable to determine that the employee should be granted a regular appointment at the end of the initial period, or that the employee shall be dismissed. Only one extension shall be granted.

D. Unless otherwise provided by law, an employee will not be considered permanent due to expiration of the probationary period and failure of the Department Head to evaluate his or her status. Permanent status will result only from authorization by the Borough Administrator.

E. A probationary employee who has successfully completed the probationary period will be granted status as a regular employee with all rights and privileges pertaining to that employment or position.

F. An employee who is to be dismissed during probationary shall be notified in writing of the dismissal and the reasons for the action.

ARTICLE XXVIII

SENIORITY

A. Seniority is defined as an employee's total continuous years of service within the defined employment category (full-time, part-time, etc.).

B. The services of an employee who is transferred or reassigned to another department within the Borough will be considered continuous for the purpose of seniority and fringe benefits.

C. The seniority of an employee who transfers from category to another (for example, part-time to full-time) shall be calculated from the time of the transfer.

D. The Finance Department will maintain records on employee seniority, and will calculate benefits accordingly. Employees and Department Heads should verify their own records with those of the Finance Department.

ARTICLE XXIX

LAYOFF AND RECALL

A. Layoff is the separation of a permanent employee from a position for reasons other than delinquency or misconduct. Classes of employees subject to layoff will be determined by the Borough Administrator with the approval of the Mayor and Council.

B. 1. Layoff or demotion of permanent employees shall be in the order of seniority with the last employee hired as the first laid off or demoted.

2. For the purposes of layoff, demotion, recall and bumping, seniority within the Department shall control over seniority in the classification. However, in order to exercise their rights with respect to Departmental seniority, an employee must have a minimum of six (6) months in that classification, otherwise seniority within the classification shall control.

C. 1. Employees displaced by a reduction in force have the right to consider relocating to other municipal positions presently held by employees with less calculated seniority.

2. Displaced employees bump laterally or down to lower classifications and receive the rate of pay specified for the lower classification.

3. An employee subject to layoff shall receive at least forty-five (45) days notice of the layoff, except in extenuating fiscal circumstances. The employee must notify the Borough Administrator, in writing, of his or her intention to exercise their bumping rights within ten (10) working days of receipt of the layoff notice. All employees subsequently effected by the exercise of bumping rights shall be notified in writing, and shall have the opportunity, if applicable, to exercise their bumping rights within five (5) working days. However, the total time period within which the bumping rights must be exercised will be forty-five (45) days from when the first employee received their layoff notice. It is understood that any employee laid off because another employee exercised his or her bumping rights will not receive the forty-five (45) days notice prior to their layoff because of the exercising of bumping rights pursuant to this Agreement.

4. A displaced employee may only bump into a position where he or she has the ability and necessary specified or implied educational background to properly learn the new job to a proficient level within a four-week period. If training is necessary for the break-in period, the rate of pay shall be commensurate with the productivity anticipated during the break-in period.

5. If the employee's old position opens as a full-time position, this employee will be given first right to that open full-time position if he or she is still qualified for that position.

6. Probationary employees do not have bumping rights.

D. All employees who are laid off shall have first right to be re-employed in the same or a similar position for which the laid-off employee is qualified, in the inverse order in which they were laid off, and the Borough shall not employ anyone until all laid-off employees have been fully reinstated with all pay and privileges. This right shall extend for a period of two years from date of termination, but shall not apply as a right to employees who had a performance rating of less than "acceptable" when laid off.

E. If an employee refuses reinstatement during the two year period, then all re-employment rights are relinquished.

F. Part-time employees shall not be eligible to bump full-time employees.

ARTICLE XXX

TRANSFER

A. Employees who desire to transfer voluntarily within the Borough may do so if a position vacancy exists, and the supervisor of the vacant position finds the employee qualified and the Mayor approves.

B. Employees whose service in a given position is no longer required or who can be better utilized in a different position

temporarily or permanently, may be transferred involuntarily to a different position.

C. A probationary period of two (2) months will be mandatory following transfers. Permanent status and anniversary date will not be affected by transfers.

D. Under certain circumstances, a voluntary transfer may involve a decrease in pay. An employee transferred involuntarily for administrative reasons shall suffer no loss of pay.

ARTICLE XXXI

SEPARABILITY AND SAVINGS

A. If any clause or provision of this Agreement is deemed illegal and/or invalid through a court decision or legislation, that clause or provision shall become null and void. All other clauses or provisions of this Agreement shall not be effected, and shall remain in full force and effect.

B. If any clause or provision of this Agreement is deemed illegal and/or invalid, the Borough and the Union, upon the request of either party, shall meet and discuss the clause or provision in question. Neither the Borough nor the Union shall be obligated to agree to a modified, alternate, or replacement clause or provision.

ARTICLE XXXII

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Borough and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.

E. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Union, for the life of this Agreement, hereby waives any rights to request or negotiate or

bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

ARTICLE XXXIII

MISCELLANEOUS

A. The Borough shall supply job descriptions for all classification.

ARTICLE XXXIV

DURATION

A. This Agreement shall become effective January 1, 1996, and shall terminate on December 31, 1998. If either party desires to change this Agreement, it shall notify the other party in writing at least one hundred and twenty (120) days prior to the expiration of this Agreement of proposed changes. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

B. The terms set forth in this Agreement shall remain in effect after December 31, 1998, and during such time that the Agreement for replacement of same is being negotiated.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

ATTEST:

Candace B. Gallagher
Borough Clerk

BOROUGH OF HIGHTSTOWN

By: [Signature]
Mayor

ATTEST:

LOCAL 702, PUBLIC EMPLOYEES
SERVICE UNION

By: Robert J. Leeney 10/2/97

By: [Signature]
Troy Miluszewski

By: [Signature]
Grandin M. Herbert